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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
SEATTLE DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

KENNETH PEER,

Defendant.

Case No. 2:17-CV-01865
CONSENT OF KENNETH PEER

1. Defendant Kenneth Peer (“Defendant”) waives service of a summons and the complaint in this action, enters a general appearance, and admits the Court’s jurisdiction over Defendant and over the subject matter of this action.

2. Without admitting or denying the allegations of the complaint (except as to personal and subject matter jurisdiction, which Defendant admits), Defendant hereby consents to the entry of the final Judgment in the form attached hereto (the “Final Judgment”) and incorporated by reference herein, which, among other things:

- (a) permanently restrains and enjoins Defendant from violations of Sections 10(b) and 14(e) of the Securities Exchange Act of 1934 (“Exchange Act”) and Rules 10b-5 and 14e-3 thereunder;

1 (b) orders Defendant to pay disgorgement in the amount of \$10,227.73, plus
2 prejudgment interest thereon in the amount of \$811.80; and

3 (c) orders Defendant to pay a civil penalty in the amount of \$10,227.73 under
4 Section 21A of the Exchange Act.

5 3. Defendant agrees that he shall not seek or accept, directly or indirectly,
6 reimbursement or indemnification from any source, including but not limited to payment made
7 pursuant to any insurance policy, with regard to any civil penalty amounts that Defendant pays
8 pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof
9 are added to a distribution fund or otherwise used for the benefit of investors. Defendant further
10 agrees that he shall not claim, assert, or apply for a tax deduction or tax credit with regard to any
11 federal, state, or local tax for any penalty amounts that Defendant pays pursuant to the Final
12 Judgment, regardless of whether such penalty amounts or any part thereof are added to a
13 distribution fund or otherwise used for the benefit of investors.

14 4. Defendant waives the entry of findings of fact and conclusions of law pursuant to
15 Rule 52 of the Federal Rules of Civil Procedure.

16 5. Defendant waives the right, if any, to a jury trial and to appeal from the entry of
17 the Final Judgment.

18 6. Defendant enters into this Consent voluntarily and represents that no threats,
19 offers, promises, or inducements of any kind have been made by the Commission or any
20 member, officer, employee, agent, or representative of the Commission to induce Defendant to
21 enter into this Consent.

22 7. Defendant agrees that this Consent shall be incorporated into the Final Judgment
23 with the same force and effect as if fully set forth therein.

24 8. Defendant will not oppose the enforcement of the Final Judgment on the ground,
25 if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and
26 hereby waives any objection based thereon.

27 9. Defendant waives service of the Final Judgment and agrees that entry of the Final
28 Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant

1 of its terms and conditions. Defendant further agrees to provide counsel for the Commission,
2 within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit
3 or declaration stating that Defendant has received and read a copy of the Final Judgment.

4 10. Consistent with 17 C.F.R. 202.5(f), this Consent resolves only the claims asserted
5 against Defendant in this civil proceeding. Defendant acknowledges that no promise or
6 representation has been made by the Commission or any member, officer, employee, agent, or
7 representative of the Commission with regard to any criminal liability that may have arisen or
8 may arise from the facts underlying this action or immunity from any such criminal liability.
9 Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding,
10 including the imposition of any remedy or civil penalty herein. Defendant further acknowledges
11 that the Court's entry of a permanent injunction may have collateral consequences under federal
12 or state law and the rules and regulations of self-regulatory organizations, licensing boards, and
13 other regulatory organizations. Such collateral consequences include, but are not limited to, a
14 statutory disqualification with respect to membership or participation in, or association with a
15 member of, a self-regulatory organization. This statutory disqualification has consequences that
16 are separate from any sanction imposed in an administrative proceeding. In addition, in any
17 disciplinary proceeding before the Commission based on the entry of the injunction in this
18 action, Defendant understands that he shall not be permitted to contest the factual allegations of
19 the complaint in this action.

20 11. Defendant understands and agrees to comply with the terms of 17 C.F.R.
21 § 202.5(e), which provides in part that it is the Commission's policy "not to permit a defendant
22 or respondent to consent to a judgment or order that imposes a sanction while denying the
23 allegations in the complaint or order for proceedings," and "a refusal to admit the allegations is
24 equivalent to a denial, unless the defendant or respondent states that he neither admits nor denies
25 the allegations." As part of Defendant's agreement to comply with the terms of Section 202.5(e),
26 Defendant: (i) will not take any action or make or permit to be made any public statement
27 denying, directly or indirectly, any allegation in the complaint or creating the impression that the
28 complaint is without factual basis; (ii) will not make or permit to be made any public statement

1 to the effect that Defendant does not admit the allegations of the complaint, or that this Consent
2 contains no admission of the allegations, without also stating that Defendant does not deny the
3 allegations; (iii) upon the filing of this Consent, Defendant hereby withdraws any papers filed in
4 this action to the extent that they deny any allegation in the complaint; and (iv) stipulates solely
5 for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11
6 U.S.C. §523, that the allegations in the complaint are true, and further, that any debt for
7 disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under the
8 Final Judgment or any other judgment, order, consent order, decree or settlement agreement
9 entered in connection with this proceeding, is a debt for the violation by Defendant of the federal
10 securities laws or any regulation or order issued under such laws, as set forth in Section
11 523(a)(19) of the Bankruptcy Code, 11 U.S.C. §523(a)(19). If Defendant breaches this
12 agreement, the Commission may petition the Court to vacate the Final Judgment and restore this
13 action to its active docket. Nothing in this paragraph affects Defendant's: (i) testimonial
14 obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings
15 in which the Commission is not a party.

16 12. Defendant hereby waives any rights under the Equal Access to Justice Act, the
17 Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to
18 seek from the United States, or any agency, or any official of the United States acting in his or
19 her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees,
20 expenses, or costs expended by Defendant to defend against this action. For these purposes,
21 Defendant agrees that Defendant is not the prevailing party in this action since the parties have
22 reached a good faith settlement.

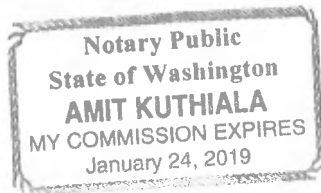
23 13. Defendant agrees that the Commission may present the Final Judgment to the
24 Court for signature and entry without further notice.

25 14. Defendant agrees that this Court shall retain jurisdiction over this matter for the
26 purpose of enforcing the terms of the Final Judgment.

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28 Dated: 8/25/17


Kenneth Peer

1 On 8/25, 2017, Kenneth Peer, a person known to me,
2 personally appeared before me and acknowledged executing the foregoing Consent.



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[Signature]
Notary Public
Commission expires: 01/24/2019